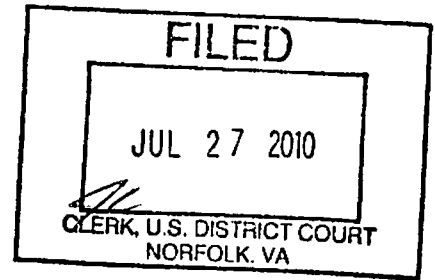


IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION



MARION D. HILL,

Plaintiff,

v.

MARILYN K. BROWN

and

UNITED OF OMAHA: MUTUAL OF OMAHA
INSURANCE COMPANY

Defendants.

Civil Action Number 2:10cv366

NOTICE OF REMOVAL

Defendants Marilyn K. Brown ("Brown") and Mutual of Omaha Insurance Company ("Mutual of Omaha") (incorrectly identified in the Complaint as "United of Omaha: Mutual of Omaha Insurance Company") (collectively "Defendants"), by counsel, pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, hereby remove this action filed by the plaintiff Marion D. Hill ("Plaintiff") from the Circuit Court for the City of Chesapeake, Virginia (the "State Court") to the United States District Court for the Eastern District of Virginia, Norfolk Division, and in support thereof state as follows:

CITIZENSHIP OF THE PARTIES

1. Brown is an individual person who is a citizen of the State of Nebraska.
2. Mutual of Omaha is a foreign corporation organized and existing under the laws of Nebraska with its principal place of business in Omaha, Nebraska. For diversity purposes, Mutual of Omaha is a citizen of Nebraska. See 28 U.S.C. § 1332(c)(1).

3. Upon information and belief, plaintiff Marion D. Hill is an individual person, residing at 702 Windy Road, Chesapeake, Virginia 23325, who is a citizen of Virginia.

NATURE OF ACTION AND AMOUNT IN CONTROVERSY

4. This civil action commenced on or about June 24, 2010, with the filing of a Complaint in the State Court by Plaintiff styled as *Marion D. Hill v. Ms. Marilyn K. Brown and United of Omaha: Mutual of Omaha Insurance Company*, Case No. CL10-1515.

5. In this action, Plaintiff, a *pro se* litigant, seeks compensatory damages for what appear to be claims for fraud and breach of contract arising from the failure of Defendants to pay her certain death benefits under a life insurance policy issued by United of Omaha Life Insurance Company, a subsidiary of Mutual of Omaha.

6. Specifically, Plaintiff alleges she should have been paid a \$50,000 death benefit, instead of the \$10,000 benefit she was actually paid. She seeks \$250,000 in damages, plus “her cost [sic] incurred in the prosecution of [the] complaint.” Complaint, p.2.

JURISDICTION AND VENUE

7. Jurisdiction is vested in this Court pursuant to 28 U.S.C. §§ 1332 and 1441. Specifically, this action involves citizens of different states and an amount in controversy that exceeds \$75,000, exclusive of interests and costs. This case therefore satisfies the requirements of federal “diversity” jurisdiction and could have been originally filed in this Court. Because of this, this case is properly removable to this Court.

8. Venue properly lies in the United States District Court for the Eastern District of Virginia, Norfolk Division, pursuant to the provisions of 28 U.S.C. §§ 1391 and 1446(a) and Local Rules 3(B)(3) and 3(C) of the Local Rules of the Eastern District of Virginia.

TIMELINESS OF NOTICE AND PROCEDURAL CORRECTNESS OF REMOVAL FILING

9. This Notice of Removal is timely filed within thirty (30) days of receipt, through service or otherwise, of copies of Plaintiff's Complaint and the State Court's Summonses on both defendants, the first such papers of any kind related to this suit that have been served upon either of these defendants. Brown was served with the Complaint and a Summons on or about July 21, 2010 and the registered agent for Mutual of Omaha was served with the Complaint and a Summons on or about July 19, 2010.

10. Attached hereto and made a part hereof are copies of pleadings, process, and orders served upon the defendants in the State Court action, copies of which are attached collectively as **Exhibit A**.

11. A Notice of Filing of Notice of Removal is being filed contemporaneously with the Clerk of the Circuit Court of the City of Chesapeake, Virginia. Defendants also will promptly give Plaintiff written notice of the filing of this Notice of Removal.

UNANIMOUS CONSENT OF DEFENDANTS

12. Undersigned counsel is counsel of record for both defendants and is duly authorized to effect removal on behalf of both of them.

13. These defendants unanimously request, and consent to, the removal of the instant action from the State Court to this Court.

RESERVATION

14. The defendants reserve the right to amend, alter, supplement and/or otherwise change their Notice of Removal at any time up through and including trial as permitted by federal law, the Federal Rules of Civil Procedure, and/or by Order of this Court.

WHEREFORE, defendants Marilyn K. Brown and Mutual of Omaha Insurance Company (incorrectly identified in the Complaint as “United of Omaha: Mutual of Omaha Insurance Company”) hereby request that this action be removed to this Court.

MARILYN K. BROWN

and

MUTUAL OF OMAHA INSURANCE COMPANY
(incorrectly identified in the Complaint as “United of
Omaha: Mutual of Omaha Insurance Company”)

By


Of Counsel

Richard F. Hawkins, III (VSB #40666)
THE HAWKINS LAW FIRM, PC
2222 Monument Avenue
Richmond, Virginia 23220
(804) 308-3040 (telephone)
(804) 308-3132 (facsimile)

Counsel for Defendants

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Notice of Removal was mailed, first-class, postage prepaid, this 26th day of July, 2010 to:

Hon. Fay W. Mitchell, Clerk
Chesapeake Circuit Court
307 Albemarle Drive, Suite 300A
Chesapeake, Virginia 23322

and

Marion D. Hill
702 Windy Road
Chesapeake, VA 23325

